


ASSIGNMENT OF PATENT RIGHTS

WHEREAS, **BAKER HUGHES INCORPORATED**, (hereinafter referred to as "ASSIGNOR"), a Delaware corporation, having a principal place of business at 3900 Essex Lane, Suite 1200, Houston, Texas 77027, is desirous of transferring whatever right, title and interest ASSIGNOR owns in the inventions described in the U.S. Patent Application and counterpart worldwide patent applications and patents which may issue from said patent applications, identified in Schedule A attached hereto, all of which are hereinafter referred to as "PATENT RIGHTS";

WHEREAS, **Akzo Nobel Surface Chemistry LLC**, (hereinafter referred to as "ASSIGNEE"), a Delaware corporation, having a principal place of business at 525 West Van Buren Street, Chicago, IL 60607-3823, is desirous of acquiring the right, title and interest in, to and under the PATENT RIGHTS and the inventions covered thereby;

NOW, THEREFORE, for and in consideration of, and for other good and valuable consideration to ASSIGNOR, the receipt of which is hereby acknowledged, as well as in order to resolve all disputes regarding ASSIGNEE'S initial filing and/or prosecution of any patent application regarding these PATENT RIGHTS, ASSIGNOR has sold, assigned, transferred and set over, and hereby does sell, assign, transfer and set over unto said ASSIGNEE whatever right, title and interest it owns in and to the PATENT RIGHTS, including all divisions, continuations, continuations-in-part and substitutions thereof, including all reissues, renewals and extensions thereof, for the United States and all world wide counterpart patents and patent applications, the same to be held and enjoyed by ASSIGNEE for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the said patent are or may be granted or reissued as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, if this assignment and sale had not been made; together with all claims for damages by reason of past infringement of said patents, with the right to sue for and collect the same for its own use and enjoyment, and for use and enjoyment of its successors, assigns or other legal representatives.

ASSIGNOR hereby authorizes the Commissioner of Patents and Trademarks of the United States and all other world wide authorities to issue the PATENT RIGHTS to ASSIGNEE in accordance with the terms of this instrument.



SCHEDULE A

United States Letters Patent

Country	Status	Application No.	Filing Date
US	Pending	09/483,437	14-Jan-2000

Counterpart Worldwide Patent Applications

CaseNumber	Country	Status	Title	AppNumber
304-15027	AU	Abandoned	Hydraulic Fracturing using Non-Ionic Surfactant Gelling Agent	57936/00
304-15027	CA	Abandoned	Hydraulic Fracturing using Non-Ionic Surfactant Gelling Agent	2320620
304-15027	GB	Abandoned	Hydraulic Fracturing using Non-Ionic Surfactant Gelling Agent	0023212.4
304-15027	NO	Abandoned	Hydraulic Fracturing using Non-Ionic Surfactant Gelling Agent	2000.4718



IN TESTIMONY WHEREOF, we hereby set our hands this 15th day of October, 2003.

Baker Hughes Incorporated

By: *Sandra E. Alford*

Name: Sandra E. Alford

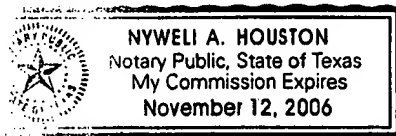
Title: Corporate Secretary

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared SANDRA E. Alford known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same were the acts of said Baker Hughes Incorporated, a corporation, that he has executed the same as the act of such a corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 15th day of October, 2003.



Nywell A. Houston
Notary Public

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